

D&D RFP Questions  
(26-47)

**26. CLIN 0002 and CLIN 0003 indicates base fee is to be calculated as a percentage of estimated cost up to a maximum of 4%. However, Section L-19(e)(i) indicates base fee is calculated as a percentage of DOE provided cost only up to a maximum of 4%. Is it the DOE intent to apply base fee to DOE provided cost only and award fee applied to offeror provided cost? (B.2, Pg B-1)**

Response: No. Base Fee (up to a maximum of 4%) is applied to the offeror's proposed estimated costs and DOE-provided costs for the PWS sections stated in L.19(e)(i). Award Fee is applied to offeror's proposed estimated costs and DOE-provided costs for the PWS sections identified in L.19(e)(ii) and L.19(e)(iv). RFP will be amended to clarify.

**27. H-3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES(in the sections cited) refer to individuals who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract. Does active employment include the training period for these individuals or is it the intention of the DOE for the contractor to train these individuals prior to their employment on the contract? (H.3(A)(1)(c), H.3(A)(2)(b)(ii) and (c)(iii), H.3(A)(3)(a), Pg H-3, H-4, H-5)**

Response: The timeline for hiring and training such individuals will depend upon the hiring needs of the incoming contractor and the qualifications and training necessary for a particular position and of a particular individual. Based upon the contractor's needs, the contractor may provide the training during the Workforce Transition Period and/or during the contract performance period, and before and/or after the individual is employed by the contractor. The contractor should ensure that any necessary training before and/or after employment by the contractor is encompassed within the plans submitted pursuant to Clause H.6, Workforce Transition and Benefits Transition: Plans and Timeframes.

**28. H.36 – PERSONNEL SECURITY CLEARANCES, (A) requires the contractor to conduct pre-employment investigative screening of the prospective employees in order to ensure trustworthiness and reliability. Does this include incumbent employees who are offered and accept positions, consistent with the preference in hiring requirements? (H.36(A), Pg H-40)**

Response: Yes. The contractor shall provide pre-employment investigative screening certifications to the Contracting Officer to verify employee identity, previous employment and education, and the results of credit and law enforcement checks. For incumbent employees who currently have a clearance, the contractor may request a clearance extension or a clearance reinstatement if the incumbent employee is assuming a position in the new contract that requires a clearance.

29. **H.36 – PERSONNEL SECURITY CLEARANCES, (B) says that *personnel assigned by the contractor to work at the DOE site* will be required to obtain a security clearance. Paragraph (C) says that *contractor personnel* may be required to have an “L” clearance level. As clarification, what personnel must have or obtain a security clearance; and what personnel may be required to have a clearance? (H.36(B), H.36(C), Pg H-40-41)**

Response: Section J, Attachment J-2 lists DOE M 470.4-5 which identifies the personnel security clearance requirements.

Personnel assigned by the contractor to work at the DOE site may be required to obtain a security clearance. Under this contract, contractor personnel may be required to have an “L” or “Q” clearance level. Key Personnel shall be required to have or be able to obtain a “Q” clearance level. RFP will be amended.

30. **X-600B, Toll Enrichment Gas Yard is listed with a comment “\*This facility is to be returned to DOE by 2016 per the DOE/USEC Binding OCI Mitigation Agreement.” X-600B is not listed in Attachment B, GDP Turnover List, of the DOE/USEC Binding OCI Mitigation Agreement. However, X-600B is listed in Attachment C, List of Leased Premises Intended to be Retained by USEC, of the DOE/USEC Binding OCI Mitigation Agreement. Will USEC turnover X-600B in 2016 or will X-600B be retained by USEC? (Section J, Attachment 5, Pg J5-8)**

Response: X-600B is the Steam Plant Shop Building. X-600B, Steam Plant Shop Building in Section J, Attachment J-5 will be revised as “TBD” and the comment will be deleted.

31. **X-745B, Steam Plant Shop Building is listed with a comment “\*This facility is to be returned to DOE by 7/31/2012 per the DOE/USEC Binding OCI Mitigation Agreement.” X-745B is not listed in Attachment B, GDP Turnover List, of the DOE/USEC Binding OCI Mitigation Agreement. However, X-745B is listed in Attachment C, List of Leased Premises Intended to be Retained by USEC, of the DOE/USEC Binding OCI Mitigation Agreement. Will USEC turnover X-745B by 7/31/2012 or will X-745B be retained by USEC? (Section J, Attachment 5, Pg J5-12)**

Response: X-745B is the Toll Enrichment Gas Yard. X-745B, Toll Enrichment Gas Yard in Section J, Attachment J-5 will be revised as “TBD” and the comment will be deleted.

32. **Article (f) (8) indicates subcontractor proposals with proprietary information may be provided separately to the CO. Team Subcontractors and LLC members consider indirect rates to be proprietary information. Is it acceptable to use fully burdened labor rates (exclusive of fee if participating in the overall fee pool) for Team Subcontractors and LLC members when completing the offeror’s Attachment**

**L – 7 Cost Worksheets and submit the supporting back-up along with the Team Subcontractors and LLC members cost proposals in sealed envelopes with the proposal? (Section L.16, Article (f)(8), Pg L-12)**

Response: Yes.

**33. Row 2 states that the page limit for Volume II, exclusive of resumes, letters of commitment, and past performance information is 125 pages. To ensure that our understanding of the page count limitations is correct, please confirm the following:**

**a. Resumes and letters of commitment do not count against the 125 page limit. Any pages included to introduce or summarize the resumes do, however, count against the 125 page limit.**

**b. The discussion of the organization rationale required under Criterion 2 does count against the 125 page limit.**

**c. Past performance forms do not count against the 125 page limit. Any pages included in front of the forms to address recency and relevance do, however, count against the 125 page limit. (L.16, Table L-2, Pg L-14)**

Response: a. The 125 page limit does not include the 4 pages for the Program Manager resume, 3 pages for any and all other Key Personnel resume, and 1 page for each Letter of Commitment. Any additional information such as introduction or summarization of resumes does count towards the 125 page limit.

b. Yes, the discussion of the organization rationale does count against the 125 page limit.

c. There is no page limit for the Past Performance Reference Information, Indicators and Questionnaire forms except for the one additional page maximum per Attachment L-5, Block 12. Any additional information provided regarding past performance does count towards the 125 page limit. RFP will be amended.

**34. The RFP indicates the DOE has provided average direct labor rates for all incumbent workforce employees and that this has been posted on the EMCBC home page under Workforce Breakdown and Pay and Benefits Section. We are unable to locate this section. Please advise if this section has been posted and if so, how do we access the site? Section L.19 Article (i) (iv) Labor Rates, pg L-25**

Response: Incumbent workforce employee average direct labor rates have been posted to the D&D GDP Project solicitation website under Reference Documents, Workforce.

**35. Section L.19 Article (i) (vii) Subcontract and Joint Venture/LLC Members/other teaming arrangements(s) over \$10 Million. This section indicates the offeror is to include cost details for any team member with an estimated value of \$10Million or over. Attachment L-7 Cost Worksheets identifies Joint Venture/LLC Member/Other Teaming Arrangements/ Subcontractor costs to be completed for costs \$5M or over. Please clarify which dollar value applies for this section. (Attachment L-7 Cost Worksheets and Section L.19 Article (i) (vii), Pg L-27)**

Response: \$10M is correct. Attachment L-7 will be revised to specify \$10 million threshold for subcontracts and teaming partner/subcontractor. See Questions 15 and 18.

**36. Our interpretation of the requirements of the RFP is that we are not to include detailed information, i.e. basis of estimate, a breakdown of manhours/cost by cost element and waste quantities, for PWS 2.3.4 Other GDP Facilities. Is our interpretation correct?** (Section L.19 Article (i) (ix), Pg L-27)

Response: Yes

**37. The DOE has provided costs for additional facility and/or area turnover(s) for PWS elements C.2.2, C.2.4.1, C.2.4.2 and C.2.4.3. Attachment L-7 Cost Worksheets contain the spread of cost for PWS C.2.2 but does not contain the spread of cost for C.2.4.1, C.2.4.3 and C.2.4.3. Can the DOE provide the spread of cost per year for these three PWS elements?** (Section L.19 Article (j) DOE Provided Cost, Pg L-28)

Response: DOE-provided costs for PWS elements C.2.4.1, C.2.4.2 and C.2.4.3 should be spread evenly over the 10 year duration. The RFP will be amended to update the L-7 Cost Worksheets to reflect the evenly spread cost.

**38. The DOE has identified \$100M for proposed costs associated with PWS C.2.3.4 Other GDP Facilities. Attachment L-7 Cost Worksheets does not contain a sheet for C.2.3.4. The sheet for C.2.3.3.7 is labeled Other GDP Facilities and contains \$10M per year in the Subtotal cost line. Section C, PWS C.2.3.3.7 is X-326 Process Building Environmental Remediation and Waste Management. We believe the worksheet is in error. Will the DOE provide a corrected Attachment L-7 with the correct worksheet or should we insert a new worksheet and label it C.2.3.4 and move the amount per year from C.2.3.3.7 to C.2.3.4?** (Section L.19 Article (j) DOE Provided Cost, Pg L-28)

Response: The RFP will be amended to update the L-7 Cost Worksheets to correct the error.

**39. PWS Elements C.2.2, C.2.4.1, C.2.4.2, and C.2.4.3 have DOE Provided Costs for additional facilities and/or area turnover that may happen during the course of the contract. These costs are to be added to the offerors estimated cost for the PWS elements above. The identified costs have been inserted into the subtotal line within the Cost Worksheets. Is it acceptable to insert a new line identified as DOE Provided Costs into the worksheets in order to incorporate the offerors cost with the DOE Provided Costs into the subtotal line?** (Section L.19 Article (j) DOE Provided Costs, Pg L-28)

Response: The RFP will be amended to update L-7 Cost Worksheet adding a specific line item to reflect DOE provided cost by year.

**40. Reference to C.2.4.1 Solid Waste Management Units (SWMUs), states the government has incurred cost in FY 2008 of \$3.0M. The offeror is to assume the activities associated with SWMUs will remain constant over the life of the contract. Attachment L-7 Cost Worksheets requires the offeror to provide the cost by WBS by cost element. Can the government provide a breakdown by cost element of the \$3.0M or should we insert \$3.0 Million per year as DOE Provided Cost per Section L.19 Article (j) DOE Provided Costs? (Section L, Attachment L-10, Pg L10-2)**

Response: A detailed breakout by cost element associated with the FY 2008 incurred cost of \$3M will not be provided. For this PWS element, the offeror's proposed cost consists of cost shown in Attachment L-10 plus escalation and DOE-provided cost shown in L.19(j). For the offeror proposed cost, the offeror shall propose \$3M plus escalation for PWS C.2.4.1 for each year of the 10-year duration. The RFP will be revised to update the Attachment L-7 Cost Worksheets.

**41. Reference to C.2.4.3 Groundwater Monitoring and Remediation, states the government has incurred cost in FY 2008 of \$3.4M. The offeror is to assume the activities associated with Groundwater Monitoring and Remediation will remain constant over the life of the contract. Attachment L-7 Cost Worksheets requires the offeror to provide the cost by WBS by cost element. Can the government provide a breakdown by cost element of the \$3.4M or should we insert \$3.4 Million per year as DOE Provided Cost per Section L.19 Article (j) DOE Provided Costs? (Section L, Attachment L-10, Pg L10-2)**

Response: A detailed breakout by cost element associated with the FY 2008 incurred cost of \$3.4M will not be provided. For this PWS element, the offeror's proposed cost consists of cost shown in Attachment L-10 plus escalation and DOE-provided cost shown in L.19(j). For the offeror provided cost, the offeror shall propose \$3.4M plus escalation for PWS C.2.4.3 for each year of the 10-year duration. The RFP will be revised to update the Attachment L-7 Cost Worksheets.

**42. This section states: "100% of the waste generated will be disposed of offsite until the OSWDF becomes available to receive waste, after that time the following table shall be employed:" Can material (waste) be staged awaiting optimal placement in the OSWDF so that on January 1, 2014 there will be sufficient waste to be placed efficiently? (Section L, Attachment L-10, Pg L10-3)**

Response: The offeror's proposed technical approach will determine the material (waste) storage requirements consistent with Section C.2.5.5 of the PWS.

**43. Reference to C.2.6 states the government has incurred cost in FY 2008 of \$ .4M. The offeror is to assume the activities associated with the SWMUs will remain constant over the life of the contract. Attachment L-7 Cost Worksheets requires the offeror to provide the cost by WBS by cost element. Can the government provide a breakdown by cost element of the \$.4 or should we insert \$.4 Million per year as**

**DOE Provided Cost per Section L.19 Article (j) DOE Provided Costs? (Section L, Attachment L-10, Pg L10-4)**

Response: A detailed breakout by cost element associated with the FY 2008 incurred cost of \$ .4M will not be provided. For this PWS element, the offeror's proposed cost consists of cost shown in Attachment L-10 plus escalation and DOE-provided cost shown in L.19(j). For the offeror provided cost, the offeror shall propose \$ .4M plus escalation for PWS C.2.6 for each year of the 10-year duration. The RFP will be revised to update the Attachment L-7 Cost Worksheets.

**44. Section L.19(j) states that, "For proposal preparation purposes, the offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following PWS areas: ..." and provides a value of \$43,735,000 for PWS element C.2.7.5.**

**PWS element C.2.7.5, Sampling, Analysis, and Data Management, states that, "An RCRA Facility Investigation (RFI) has been conducted for the Portsmouth site. The contractor shall review the existing data and evaluate further data requirements for additional characterization in preparation for D&D and remediation of the work described in the PWS."**

**Our understanding of these requirements is that the value provided by DOE in Section L.19.(j) (i.e., \$43,735,000) is to cover additional characterization that may be required to supplement the data in the RFI so that the contractor has sufficient data to prepare plans and designs for D&D and remediation work. That is, these funds are for "additional characterization in preparation for D&D and remediation." Any characterization (i.e., sampling and analysis) performed during remediation (e.g., soil samples to guide excavation efforts and then to confirm that contaminated soil has been removed) must be covered elsewhere (as offer cost) in the cost estimate. Is this understanding correct? (Section L.19(j), Pg L-28)**

Response: Correct.

**45. This section states "Waste Quantities and Costs. For proposal preparation purposes, the offeror shall use the waste quantities and waste disposal path allocations identified in Section L, Attachment L-10, Cost Assumptions/Information."**

**Section L, Attachment L-10, page L10-4 states "*C.2.5.4.2 OSWDF Construction (Option)* Offeror shall use the specific assumptions (design, size, waste volumes, WAC, construction etc.) contained in this cost assumptions/ information and the reference documents titled "TPMC Conceptual Design Report for the D&D Project at the PGDP – September 2006" and "Portsmouth D&D Project On site Waste Disposal Facility Conceptual Design – Final Submittal – August 2006" contained in the Portsmouth Gaseous Diffusion Plant Acquisition website, Reference Documents."**

**Section 1.1.1 Waste Types and Volumes Assumptions of The Portsmouth D&D Project On site Waste Disposal Facility Conceptual Design – Final Submittal – August 2006 states “As shown in Table 1, approximately 1.7 million cubic meters of wastes are associated with the GDP equipment, buildings, and structures. This will be the design volume for the Conceptual Plan. The waste types include low-level radiological waste, RCRA and TSCA waste, non-hazardous solid waste and mixtures of these waste types” and “A report by Tetra Tech entitled *Preliminary Assessment for a Potential On-Site Waste Disposal Facility at the Portsmouth Gaseous Diffusion Plant, Piketon, Ohio*, Piketon, Ohio, June 2002 assumed a waste-to-soil ratio of 20% waste volume to 80% soil volume. This analysis in this report assumes a preliminary estimate of 2.5 million cubic yards of debris to determine the need for a 12 million cubic yard (9.2 million cubic meters) landfill.”**

**However, Section L, Attachment L10, page L10-3 under section C.2.5 Waste Management states, “Following assumptions should be used for the waste disposal: 100% of the waste generated will be disposed of offsite until the OSWDF becomes available to receive waste, after that time the following table shall be employed: Waste Disposal Path Allocation [Table, Line 1: X-326, X-330, X-333 Building Debris 50% Onsite, 50% Offsite. Line 2: X-326, X-330, X-333 Process Equipment 50% Onsite, 50% Offsite. Line 3: Building Slabs, Foundations, & Contaminated Soils 50% Onsite, 50% Offsite]. For building X-333, X-330 and X-326 the process equipment/systems to be disposed of offsite shall be equally divided by component (e.g., 50% of the converters, compressors, process piping and fittings etc. go offsite, 50% can be disposed of onsite).”**

**Having 50% of the waste after 1/1/14 being disposed of offsite greatly reduces the volume planned for disposal in the OSWDF. Should the offeror develop a cost estimate for the construction of an OSWDF that will contain 12 million cubic yards of waste or for the volume of waste planned to be disposed of in the OSWDF based upon the offerors technical approach? (Section L, L.19 (k), Pg L-29)**

**Response: Offerors shall use the design and stated costs of the OSWDF outlined in the report, “*Portsmouth Gaseous Diffusion Plant Decontamination and Decommissioning On-site Waste Disposal Facility Conceptual Design – Final Submittal, dated August 2006*”. The Offeror shall not redesign the OSWDF. The construction of an OSWDF shall be consistent with the offeror’s proposed technical approach.**

**46. The Portsmouth D&D RFP currently states that the deadline for questions is July 14. Given that the site tours will not be held until July 20-22 and the final proposal submittal is not due until September 22, would DOE consider extending that deadline? In past procurements, questions have typically been accepted up until ~30 days before the due date. Would DOE consider extending the question deadline for any questions associated with the Phase I submittal and the site tour until at least July 24 and any questions associated with the Phase II submittal until at least August 22?**

Response: See Q&A #21.

**47. DOE has stated that USEC may be included as a subcontractor (including a pre-selected subcontractor) in proposals submitted by potential D&D contractors. USEC will offer its services, as stated in the USEC Binding Organizational Conflict of Interest Mitigation Agreement, on a non-exclusive basis. While USEC is a large business and its services would not be competitively procured, is the fee that may be earned a reimbursable cost under the terms of the D&D contract or does it come out of the prime contractor's fee pool?**

Response: In accordance with B.7(b), fee for USEC as a subcontractor would be a reimbursable cost under the terms of the D&D contract.